



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

04-PRO-0619

SEP 28 2004

Mr. T. E. Logan, President
Bechtel Hanford, Inc.
3070 George Washington Way
Richland, Washington 99352

Dear Mr. Logan:

CONTRACT NO. DE-AC06-93RL12367 - CONTRACT MODIFICATION A221

Enclosed for your files is one fully executed copy of the subject contract modification.

If you have any questions, please contact me on (509) 376-8853.

Sincerely,


Richard O. Puthoff
Contracting Officer

PRO:ROP

Enclosure

cc w/o encl:
S. L. Feaster, BHI

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 62 PAGES
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2. AMENDMENT/MODIFICATION NO. A221	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (if applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 6) CODE
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U.S. DEPARTMENT OF ENERGY
RICHLAND OPERATIONS OFFICE
P.O. BOX 550, MSIN A7-80
RICHLAND, WA 99352

Bechtel Hanford, Inc.
3070 George Washington Way
Richland, WA 99352

CODE	FACILITY CODE	(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-93RL12367
			10B. DATED (SEE ITEM 13) 01/15/93

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above-numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the contracting parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add Fiscal Year (FY) 2005 as an additional year of optional performance, extend the contract performance period through March 31, 2005, and to update the contract's terms. The specific changes include :

1. Section B - subsection B-2 is revised to reflect six months of additional performance through March 31, 2005.
2. Section B - subsections B-3, B-4 and B-5 are revised to include FY 2005 as an additional year of optional performance.

(continued on page2)

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas E. Logan President	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/28/04
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 9/28/04

3. Section B – subsection B-6 is revised to remove fee withholding language. Fee reduction is addressed by Contract Clause I-53.
4. Section C – subsection C-13 is revised to replace the references to the “Hanford Environmental Health Foundation” and “HEHF” with the term “Hanford Occupational Medical Services contractor.”
5. Section F – subsection F-1 is revised to reflect extension of the performance period through March 31, 2005.
6. Section H – the Contents subsection is renumbered.
7. Section H – subsection H-2 is updated; reformatting decreased the number of pages in the Section.
8. Section I – Contract Clause I-8 is deleted and reserved.
9. Section I – Contract Clause I-12 is revised to increase the duration of the contract to eleven years, three months.
10. Section J, Attachment 2, Appendix 4, List B (DOE Directives Applicability Matrix) – DOE O 5484.1 C-1 to C-7 is deleted.
11. Section J, Attachment 2 – Appendix 5 is replaced by the attached Appendix 5.
12. Section J, Attachment 2 – Appendix 7 is replaced by the attached Appendix 7.
13. Section J, Attachment 6 – Attachment 6, Subcontracting Plan, is replaced by the attached Attachment 6.

Pages B-2 through B-9, C-9 through C-11, F-1, H-i through H-iii, H-1 through H-21, I-i, I-11, I-12, I-18, J-ATT2.4-4, J-ATT2.5-1 through J-ATT2.5-11, and J-ATT6-1 through J-ATT6-6 and J-ATT7-1 are deleted and replaced by the attached pages B-2 through B-9, C-9 through C-11, F-1, H-i through H-iii, H-1 through H-20, I-i, I-11, I-12, I-18, J-ATT2.4-4, J-ATT2.5-1 through J-ATT2.5-12, J-ATT6-1 through J-ATT6-7 and J-ATT7-1.

- d. Estimated cost for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 35,678,346
- Fee Ceiling for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 3,321,654
- Total estimated cost and fee for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 39,000,000
- e. Estimated cost for the six-month option period (November 2, 2003 - May 1, 2004): \$ 59,572,500
- Fee ceiling for the six-month option period (November 2, 2003 - May 1, 2004): \$ 5,427,500
- Total estimated cost and fee for the six-month option period (November 2, 2003 - May 1, 2004): \$ 65,000,000
- f. Estimated cost for the five-month option period (May 1, 2004 - September 30, 2004): \$ 48,574,500
- Fee ceiling for the five-month option period (May 1, 2004 - September 30, 2004): \$ 4,425,500
- Total estimated cost and fee for the five-month option period (May 1, 2004 - September 30, 2004): \$ 53,000,000
- g. Estimated cost for the six-month period (October 1, 2004 – March 31, 2005) \$ 64,605,445
- Fee ceiling for the six-month option period (October 1, 2004 – March 31, 2005) \$ 5,394,555
- Total estimated cost and fee for the six-month option period (October 1, 2004 – March 31, 2005): \$ 70,000,000
- h. Cumulative (phase-in period, base period, four-year option period, four-month Option to Extend Services period, six-month option period, five-month option period, six-month option period) total estimated cost and fee: \$ 1,592,211,613

- i. Table B-1 contains the estimated funding, costs, and fee for base and option periods of the contract. These estimates are subject to change in accordance with clause B-5 paragraphs d and e.

Table B-1. Estimated Funding, Costs, and Fee.

Period of Performance	Projected Funding	Costs	Fee Pool
Phase-In Period			
Feb. 22, 1994 - June 30, 1994	\$7,650,536	\$7,650,536	\$0
Base Period			
July 1, 1994 – Sept. 30, 1994	\$57,965,466	\$54,068,526	\$3,896,940
Oct. 1, 1994 – Sept. 30, 1995	\$163,703,523	\$151,703,523	\$12,000,000
Oct. 1, 1995 – Sept. 30, 1996	\$144,094,318	\$126,094,318	\$18,000,000
Oct. 1, 1996 – Sept. 30, 1997	\$134,940,770	\$120,940,770	\$14,000,000
Oct. 1, 1997 – Sept. 30, 1998	\$132,302,000	\$121,752,000	\$10,550,000
Oct. 1, 1998 – June 30, 1999	\$101,250,000	\$93,447,162	\$ 7,802,838
Total Base Period	\$734,256,077	\$668,006,299	\$66,249,778
Option Periods			
July 1, 1999 – Sept. 30, 1999	\$ 33,750,000	\$31,149,054	\$ 2,600,946
Oct. 1, 1999 – Sept. 30, 2000	\$151,000,000	\$139,814,815	\$11,185,185
Oct. 1, 2000 – Sept. 30, 2001	\$177,000,000	\$163,888,889	\$13,111,111
Oct. 1, 2001 – June 30, 2002	\$134,250,000	\$124,305,556	\$9,944,444
July 1, 2002 - June 30, 2003	\$127,305,000	\$117,494,250	\$9,810,750
*July 1, 2003 – Nov. 1, 2003	\$ 39,000,000	35,678,346	\$3,321,654
Nov. 2, 2003 – May 1, 2004	\$ 65,000,000	\$ 59,572,500	\$5,427,500
May 1, 2004 – Sept. 30, 2004	\$ 53,000,000	\$ 48,574,500	\$4,425,500
Oct. 1, 2004 – Sept. 30, 2005	\$140,000,000	\$129,210,891	\$10,789,109
Total Option Periods	\$920,305,000	\$849,688,801	\$70,616,199
Total Contract	\$1,654,561,077	\$1,517,695,100	\$136,865,977

* This interval was awarded and performed pursuant to I-52, Option to Extend Services.

B-3 OBLIGATION OF FUNDS

- a. Pursuant to the clause FAR 52.232-22 (see Section I) entitled "Limitation of Funds," total funds in the amount of \$1,382,180,433.18 (through modification A222) are obligated herewith and made available for payment of allowable costs and fee to be incurred from the effective date of this contract through the period stated in Section F.

- b. Cost and commitment limitations. In addition to the limitations provided for elsewhere in this contract, the DOE Contracting Officer may, through directives issued to the Contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the Contracting Officer. The Contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in the directives, to use its best efforts to comply with other requirements of such directives, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

B-4 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable, at the unilateral option of the Government, in accordance with FAR 52.217-9 as set forth in Section I. All terms and conditions stated herein shall remain in effect during the renewed contract period. Further, the Contractor agrees that the performance under said extension shall be accomplished within the estimated cost as set forth in B-2c above.

B-5 FEE

It is DOE's intention to manage this contract under a cost-plus performance based fee arrangement. No fee will be paid during the phase-in period of February 22, 1994 through June 30, 1994.

- a. The fee ceiling for the basic contract is \$ 66,249,778. The fee ceiling for the option periods is \$ 70,616,199. The fee ceiling constitutes the total fee pool available for payment of performance based fee amounts. (Calculation of these amounts are based on estimated funding from Table B-1).
- b. Total available fee allocated for each fiscal year of contract performance will be set forth annually in Table B-2.

Table B-2. Fee Pool Allocations by Fiscal Year

Fiscal Year	Total Available Fee	Basic Fee	Performance Based Fee
FY94	\$3,896,940	\$1,169,082	\$2,727,858
FY95	\$12,000,000	\$3,600,000	\$8,400,000
FY96	\$18,000,000	\$5,400,000	\$12,600,000
FY97	\$14,000,000	\$4,200,000	\$9,800,000
FY98	\$10,550,000	\$3,165,000	\$7,385,000
FY99	\$10,602,921	\$0	\$10,602,921
FY00	\$10,878,581	\$0	\$10,878,581
FY01	\$11,114,845	\$0	\$11,114,845

FY02	\$10,742,849	\$0	\$10,742,849
FY03	\$8,538,967	\$0	\$8,538,967
FY04	\$11,027,705	\$0	\$11,027,705
FY05	\$10,789,109	\$0	\$10,789,109

Total available fee will be allocated to the evaluation periods defined in the Performance Plan as set forth below:

Table B-3. Basic and Performance Fee Pool Allocations by Evaluation Period

Evaluation Period	Total Available Fee	Basic Fee	Performance Based Fee
94 (07/01/94-09/30/94)	\$3,896,940	\$1,169,082	\$2,727,858
95-1 (10/01/94-03/31/95)	\$5,000,000	\$1,800,000	\$3,200,000
95-2 (04/01/95-09/30/95)	\$7,000,000	\$1,800,000	\$5,200,000
96-1 (10/01/95-03/31/96)	\$8,244,000	\$2,700,000	\$5,544,000
96-2 (04/01/96-09/30/96)	\$9,756,000	\$2,700,000	\$7,056,000
97-1 (10/01/96-03/31/97)	\$7,500,000	\$2,250,000	\$5,250,000
97-2 (04/01/97-09/30/97)	\$6,500,000	\$1,950,000	\$4,550,000
98-1 (10/01/97-03/31/98)	\$5,275,000	\$1,582,500	\$3,692,500
98-2 (04/01/98-09/30/98)	\$5,275,000	\$1,582,500	\$3,692,500
1999 (10/01/98-09/30/99)	\$10,602,921	\$0	\$10,602,921
2000 (10/01/99-09/30/00)	\$10,878,581	\$0	\$10,878,581
2001 (10/01/00-09/30/01)	\$11,114,845	\$0	\$11,114,845
2002 (10/01/01-09/30/02)	\$10,742,849	\$0	\$10,742,849
2003 (10/01/02-09/30/03)	\$8,538,967	\$0	\$8,538,967
2004 (10/01/03-09/30/04)	\$11,027,705	\$0	\$11,027,705
2005 (10/01/04-09/30/05)	\$10,789,109	\$0	\$10,789,109

- c. The methodology for apportioning the annual fee available into basic and award fee amounts through Fiscal Year 1998 is as follows:

Basic Fee 30 percent of the annual fee available.

Performance Based Fee 70 percent of the annual fee available will be apportioned to completion of performance objectives and criteria set forth in the Performance Plan.

Effective October 1, 1998, the contract will be 100 percent performance based. There will be no basic fee consideration.

- d. From October 1, 1998 and thereafter, determination of fee pool amounts by DOE will include consideration of total Environmental Restoration (ER) work (as documented in detailed work plans and other documents), other Hanford work performed or managed by the Contractor for DOE, and work performed for other site contractors to the benefit of DOE, less anticipated fee to be paid to the Contractor's Pre-Selected Subcontractor(s).

From October 1, 1998 and thereafter, the available fee pool within a given fiscal year will be determined as follows:

In September of each year, DOE will evaluate projected funding necessary for executing the scope of work (during the following fiscal year) included in the above paragraph. This projected funding will be compared to Table B-4 to determine the fee rate for the fiscal year.

Table B-4. Sliding Fee Scale

Projected Funding	Fee Rate
Below \$110,000,000	9.31%
\$110,000,000 - \$140,000,000	8.35%
\$140,000,001 - \$200,000,000	8.00%
Over \$200,000,000	7.90%

The Annual Fee Pool amount will be calculated using the rate selected from Table B-4 and the formula below. The calculated fee pool amount will be transmitted to the Contractor as part of the annual Performance Evaluation Plan.

$$\text{Annual Fee Pool} = \frac{(\text{Projected Funding} \times \text{Fee Pool Rate})}{(1 + \text{Fee Pool Rate})}$$

For contract periods that are less than the Government Fiscal Year (FY) the above fee will be determined based upon prorating the annual fee pool. For example, fee for October 1, 1998, through June 30, 1999, will be based upon nine-twelfths (9/12) of the annual fee pool for FY 1999.

- e. From October 1, 1998 and thereafter, should the projected funding that was used to calculate the given year's fee pool change (plus or minus 5 percent) as a result of the passage of the budget, the corresponding total available fee pool for that fiscal year (as contained in the current fiscal year performance evaluation plan) shall be recalculated using the method described in clause B-5 paragraph d above.

The funding amount, estimated cost, total available fee pool and the contract fee structure, as it may be determined from the formula above, for the new fiscal year shall be set forth in a modification unilaterally executed by the Contracting Officer after passage of the annual budget. The amount of the total available fee pool or fiscal year allocation of the available fee (Tables B-2 and B-3) across the fee structure hereunder shall not be subject to the contract clause entitled "Disputes" Alternate I (DOE Set 304, Clause 56).

- f. The Government may also create "superstretch" incentives that would allow the Contractor to earn additional fee that is outside of the annual fee pool. Superstretch incentives shall be developed, approved and paid in accordance with Clause H-30 and Clause B-6.

B-6 PAYMENT OF BASIC FEE AND PERFORMANCE BASED FEE

- a. Basic Fee and Performance Based Fee. It is herewith agreed that a basic fee and performance based fee will be determined in accordance with the provisions of this Section B and the Performance Plan. The basic fee and the performance based fee are available for payment beginning July 1, 1994 through September 30, 1998. Only performance-based fee is available for payment beginning October 1, 1998 through the end of the contract, including the option period.
- b. Determination of Performance Based Fee.
 1. The total performance based fee available for specific performance objectives and criteria, set forth in the Performance Plan, will be determined semi-annually through September 30, 1998 and annually beginning October 1, 1998.
 2. For this contract, the Government Fee Determination Official (FDO) will be the Manager, RL. The Contractor agrees that the determination as to the amount of earned performance based fee will be made by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.
 3. Evaluation will be in accordance with the Performance Plan described in subparagraph c., below. The Contractor shall be promptly advised in writing of the determination and the basis for the determination. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, in accordance with the Performance Plan, the FDO may also consider any information available which relates to the Contractor's performance of contract requirements.
 4. Contract Performance. At the conclusion of the annual performance period the Government shall evaluate the Contractor's performance to determine the performance based fee earned during the year. Unearned performance based fee for the performance period may be carried over as approved by the Contracting Officer and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.
- c. Performance Plan.
 1. The Government shall establish unilaterally, but with input from the Contractor, a Performance Plan upon which the determination of performance based fee shall be based. Such Plan shall include the criteria to be considered under each area evaluated, and the percentage (or amount) of performance based fee available for each area. A copy of the plan shall be provided by the Contracting Officer to the Contractor prior to the start of an evaluation period.
 2. The Performance Plan shall set forth the criteria to be used by the

Government to evaluate the Contractor's ES&H, technical, schedule, management, and/or cost performance.

3. The Performance Plan will reflect milestones and/or performance indicators against which the Contractor's performance will be evaluated by DOE. Milestones or indicators will reflect specific objectives to be accomplished by the Contractor within the fee period. Efforts will be made to assure that the objectives, where appropriate, will be quantitatively measurable and achievable.
 4. The Performance Plan may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor prior to the date from which the change will apply.
- d. Contractor Self-Assessment. The Contractor shall submit a brief self-assessment report as defined in the Performance Plan within ten (10) working days after the end of the fiscal year. The self-assessment report shall address both the strengths and weaknesses of the Contractor's performance with respect to the Performance Plan criteria used during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their reoccurrence. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance based fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance based fee determination.
- e. Schedule for Performance Fee Determination. Performance Fee earned shall become due and payable following the issuance by the FDO of a Determination of Performance Fee Earned. The FDO shall issue the final performance fee determination annually in accordance with the schedule set forth in the Performance Plan. A determination must be made within sixty (60) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment report discussed in paragraph e., above. If the determination for the performance fee is delayed beyond that date, the Contractor shall be entitled to interest on the determined Performance Fee amount if payment is not made within 67 days after receipt of the contractors self-assessment, notwithstanding the date the determination is received by the contractor. Interest will be paid at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1, and July 1.
- f. Effective October 1, 1998, performance fee associated with individual Performance Based Contract Incentives (PBCI's) as documented in the Performance Plan will be paid upon completion, independent of the final

Performance Fee Determination made at the end of the performance period. Upon completion, the contractor will provide DOE with documentation supporting their claim that the PBCI has been met. DOE will review, accept, reject, or seek additional information from the contractor. Upon DOE acceptance that the PBCI has been completed, DOE will determine the amount of fee earned on the PBCI, the amount of provisional fee previously paid, and calculate the remaining fee owed to the contractor. DOE will then notify the contractor of acceptance and the amount of fee earned on the PBCI, and authorize the contractor to submit an invoice for the remaining fee due. Payment terms shall be in accordance with Part I, Section B-6 paragraph e, Schedule of Performance Based Fee Determination. If DOE determines the Contractor has not met all or part of the requirements of a PBCI, then the Contractor shall refund DOE any fee paid on a provisional basis for that PBCI in accordance with Clause H-26, Provisional Payment of Fee.

B-7 SPECIAL CONSIDERATIONS - BASIC FEE

The basic fee, which is only available through September 30, 1998 as described in paragraph B-5, includes a 50 percent base fee and 50 percent "at risk fee." No variations from this objective are authorized. The basic fee may be invoiced at month end in equal monthly installments of the annual amount available. However, in the event the Contractor's overall contract performance is determined by the FDO to be unacceptable, the Contractor shall be required to refund to the Government up to 50 percent of the basic fee paid for that evaluation period. Such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.

- c. Procedures
- d. Field quality control
- e. Laboratory quality control
- f. Record-keeping
- g. Chain-of-custody procedures
- h. Audits
- i. Performance reporting
- j. Independent data verification

C-11 FACILITIES, EQUIPMENT AND SYSTEMS

The ERC shall provide planning, management, and procurement actions, and through subcontractors, construct and repair non-laboratory facilities, equipment, and systems required for the successful execution of the ER Program.

C-12 RESERVED

C-13 ERC INTERFACES

As directed in writing by the Contracting Officer, the ERC shall support DOE litigation-related activities and DOE-approved studies conducted at the Hanford Site by private organizations. The ERC shall also fully support DOE in its interactions with the regulator agencies, other Hanford contractors, and the U.S. Army Corps of Engineers in fulfilling its contract requirements. The major interfaces include the following:

Other Current Hanford Contractors – The Hanford Site has five major on-site prime contracts in addition to Bechtel Hanford, Incorporated. Three of these contracts (Fluor Hanford, Inc., Battelle Pacific Northwest National Laboratory, and the Hanford Occupational Medical Services contractor) are managed by the Richland Operations Office (RL). Two of the contracts (CH2M HILL and Bechtel Washington Group) are managed by the DOE Office of River Protection (ORP). Major interfaces required in fulfilling program requirements are described below and in Section J, Attachment 2, Appendix 2.

- a. Fluor Hanford, Incorporated (FHI) provides operations and engineering.

FHI and its subcontractors provide support which is required for the operations of the physical site, to include the fire department, security patrol, ambulance, bus, roads, railways, electrical, mail, telephone, and water that are routinely utilized by

all employees, regardless of the nature of their work. In addition, such services as audio-visual, photography, excavation permits, excess property, general stores operations, printing, vending operations, filter testing, microfilm operations, standards calibration, maintenance and repair of vehicles and equipment may be obtained through FHI by work order. FHI will provide for waste disposal until such time as DOE directs otherwise.

FHI also provides design and engineering services, force account construction, construction management and construction related services, such as maintenance and repair or construction equipment and facilities. The services of FHI may be available for architect-engineering and construction/construction management support when approved by RL. The ERC, at its option, may receive drilling support from FHI.

The ERC shall prepare appropriate Five-Year Plan activity data sheets and site specific plan information and provide them to FHI who will prepare the Five-Year Plan.

- b. Battelle Pacific Northwest Laboratory (PNNL) provides research and development.

The ERC may obtain research and development support from PNNL unless otherwise approved by the Contracting Officer. The ERC shall assure demonstrations necessary to support the ongoing environmental restoration functions, are performed by subcontractors.

The ERC may utilize PNNL to conduct non-intrusive characterization activities as well as analytical services.

- c. The Hanford Occupational Medical Services contractor provides medical monitoring and occupational health services.

The ERC may receive medical and health services support from the Hanford Occupational Medical Services contractor. This includes health physical and maintenance of health baseline records. The Hanford Occupational Medical Services contractor's laboratories are also used to support the Environmental Restoration Program for specific analyses.

- d. Interface with the Department of Energy, Office of River Protection:

The Office of River Protection (ORP) manages the prime contracts associated with the high-level waste tanks (formerly the Tank Waste Remediation System-TWRS) and the Waste Vittrification Plant program. The two major prime contractors associated with ORP are CH2M HILL (tank farm operations) and Bechtel Washington Group (Vitrification Plant construction). The ERC may obtain from, or provide service to, the ORP and/or its contractors, provided that such services do not conflict with the BHI environmental restoration work scope cited elsewhere in this contract Section C.

Mutual support among these contractors is essential to realize the full potential of the Hanford resources.

e. Interface with the Department of Energy, Richland Operations Office:

Richland Operations Office (RL): The ERC shall have direct interface with the U.S. Department of Energy, Richland Operations Office (RL), on all ER Program elements it manages. This includes day-to-day contracts as well as periodic program status reviews. DOE has a prime contractor to prepare the Hanford Remedial Action EIS (HRA EIS). The ERC shall have direct interface with this contractor and shall provide EIS supporting documentation and land use planning information required in preparation of the HRA EIS.

f. Interface with Regulators:

Final decisions as to the acceptability of any proposed remediation effort are made by the appropriate regulatory body rather than the ERC or DOE. Therefore, it shall be necessary for the ERC to work closely with or through DOE for coordination with the regulatory groups, which make such determinations. Conversations with regulators on purely routine matters may be held directly with the regulators.

The ERC shall be responsible for TPA milestones related to CERCLA and RCRA past practice activities and RCRA TSD closure covered in paragraph C-8. DOE has lead responsibility for coordinating all TPA activities. The ERC shall assign a Project Manager for single point of contact for interfacing with DOE, EPA, and Ecology TPA Project Managers and FHI TPA Integration (TPAI) Manager. The ERC shall provide TPA milestones status to TPAI for reporting and tracking.

C-14 HEADQUARTERS SUPPORT

The Contractor shall assist DOE-HQ in the preparation of guidance documents and training courses for Federal Agencies related to streamlining and the conduct of environmental restoration programs. The Contractor shall provide technical expertise for developing and implementing integrated technical, regulatory, and cost uncertainty management and streamlining initiatives (e.g., Baseline Environmental Management Report (BEMR), and other DOE initiatives). The Contractor shall provide technical support to ongoing initiatives related to evaluating and improving Federal Facilities Agreements at DOE and other Federal Agency sites.

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The period of performance for the basic contract, including the exercised option periods and four months of performance pursuant to I-52, Option to Extend Services, is ten years, nine months. Work shall commence on July 1, 1994 and will continue through March 31, 2005. The transition period will begin February 22, 1994. All terms and conditions as previously modified will remain in effect throughout the option periods.

F-2 PRINCIPAL PLACE OF PERFORMANCE AND DELIVERY

The principal place of performance of this contract shall be at the Hanford Site, Richland, Washington. All deliverable items shall be delivered to the Contracting Officer or designee unless otherwise specified.

F-3 UNIFORM REPORTING SYSTEM

Contractor shall prepare and submit the plans and reports indicated on the Reporting Requirements Checklist (Attachment 1), or amendments to this checklist, which the Contracting Officer determines are necessary, to the addresses to be provided by the Contracting Officer. The level of detail the Contractor must provide in any required plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories specified in the checklist. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the Contractor is compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this clause are in addition to any other reporting requirements of this contract.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

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PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 USE OF EXISTING PHMC SUBCONTRACTORS

The Operations and Engineering (O&E) contractor is currently obtaining subcontract assistance in performing certain activities, which will be assigned to the ERC. This assistance is provided under subcontracts, I.E., MLW-SVV-037106 (Ebasco), MLW-SVV-073750 (SAIC), and MLW-SVV-073751 (IT). To the extent the O&E contractor indicates the services of the subcontractor in this activity are available, the ERC may work-order the services of those subcontractors. The engineering services provided by these subcontractors are non-mandatory. (See paragraph H-9)

H-2 GOVERNMENT-FURNISHED PROPERTY/SERVICES

The Contractor may, from time to time, provide services to and receive services from other Prime Contractors by Memoranda of Agreement (MOA). An MOA is used to establish a solid framework for providing work between Prime Contractors, to clarify the responsibilities and processes, and to create consistency among the Parties. The MOA will include standard definitions, work request elements, generalized decision analysis, and a rigorous dispute resolution process. The use of an MOA, and/or the use of any term contained within, does not create a subcontractor or supplier relationship.

Site Services are required or encouraged for use by the Prime Contractors. Those services, equipment or supplies that the Prime Contractor chooses to use or those DOE directs the Prime Contractor to use, will be considered Government-furnished. Government-furnished field equipment will be identified. These Government-furnished property/services shall be utilized, costed, and reimbursed under the terms of this Contract.

DOE has determined that the Government-furnished service provider has an approved Integrated Environment, Safety, and Health Management System that amalgamates the Quality Assurance Program, Environmental Protection Program, Worker Safety and Health Program, Standards and Requirements Program, Price Anderson Amendments Act (PAAA) Compliance Program, etc., for the protection of the workers, the public, and the environment. Since the service is provided as Government-furnished, oversight by the requesting Contractor is limited to final acceptance of work performed, unless otherwise specified in the Statement of Work. With the exception of directed Site Services, vendor qualification may be performed, if required, based on the quality services needs for unique requirements.

A Prime Contractor pre-qualified by the Government to provide a Government-furnished service may be held solely responsible for poor performance or failure to provide the service in a manner that is consistent with the terms and conditions of a statement of work. A Prime Contractor that has received Government-furnished services that fail to meet, or are otherwise inconsistent with the terms and conditions of a clear and concise

statement of work, and who has not been negligent and/or otherwise a contributing factor to the failure or poor performance, shall not be held responsible by DOE for the failure and/or poor performance.

The relationship between the Performing Contractor of Government-furnished services and the Government provides the legal basis for assuring that the Performing Contractor has performed consistent with its contract with the Government. The Performing Contractor should therefore be the prime focus on any adverse actions taken by the Government in the event such services prove to be defective or contrary to contract requirements.

The Contractor shall work with the other Prime Contractors in identifying yearly requirements for services and shall also work with each of these Contractors to further the progress in cleaning up the Hanford Site.

H-3 PUBLIC RELEASE OF INFORMATION

It is the policy of DOE that Contractors share in the responsibility for timely and appropriate public reporting of unclassified DOE-related activities in order to enhance the public understanding of environmental restoration activities.

Contractors are expected to submit to the Contracting Officer for advance review and approval all such oral, written and audio/visual information material proposed for public issuance.

H-4 NOTIFICATION OF SAFEGUARD AND SECURITY ACTIVITY

In the event BHI encounters any safeguards and security (SAS) activities which involve the receipt, processing, storing, transmittal, or handling of classified matter, including documents, and/or special nuclear material (SNM), or involve the need for DOE access authorizations; BHI shall notify the Contracting Officer Representative (COR) immediately and follow-up this notification with a written notification, within five working days. Upon notification to the COR, BHI shall take action consistent with direction given by the COR.

H-5 OWNERSHIP AND DISPOSITION OF RECORDS

- a. Government Records. Except as otherwise directed by DOE or as otherwise specified in the contract or in its data rights clause or as agreed upon by DOE and the Contractor, all data or information generated under this contract paid for by the Government shall be the property of the Government, and shall be delivered to the Government or otherwise disposed by the Contractor either as DOE may from time-to-time direct during the progress of the work, or in any event as DOE shall direct upon completion or termination of this contract and final audit of all accounts hereunder. The Government shall have the right to use all or any part of said data or information which is the property of the Government for any purpose whatsoever consistent with the requirements of the Privacy Act of 1974.

- b. Disposition of Government Records. The Contractor shall deliver to the Government or dispose of all Government-owned records as directed by the Contracting Officer. Upon expiration or termination of this contract, the Contractor may request the right to make copies of Government owned financial or other business records. The parties may agree on an alternative method to assure continued access by the Contractor to such records. Government approval to copy such records shall not be unreasonably withheld.
- c. Prohibition Against Dissemination of Certain Unclassified Information or Technical Data. Notwithstanding any other authority or provision in this contract regarding protection or withholding of information, the Contractor shall comply with Section 148 of the Atomic Energy Act of 1954, 42 USC 2167 "Prohibition Against Dissemination of Certain Unclassified Information" in accordance with such regulations or orders as the Secretary of Energy has prescribed or may prescribe. No data as defined in the contract's data rights clause (contract clause I-45) first produced under the contract or any subcontract or information made available to the Contractor by the Department of Energy may be disseminated to the public by the Contractor or its subcontractors unless the written approval of the Contracting Officer is obtained.
- d. Contractor-Owned Records. The following records are considered the property of the Contractor and not within the scope of paragraph a.
 - 1. Personnel and medical records and files (excluding personnel radiation exposure records) maintained on current Contractor individual employees and applicants;
 - 2. Internal health and safety files;
 - 3. Employee relations records and files, such as records and files pertaining to:
 - i. Qualifications or suitability for employment of any employee, applicant, or former employee;
 - ii. Employee and union grievances;
 - iii. Arbitration proceedings pursuant to the provisions of any labor contract;
 - iv. Allegations, investigations, and resolution of employee misconduct;
 - v. Employee discipline;
 - vi. Employee charges of discrimination; and
 - vii. Negotiations with any labor organization in connection with any

labor contract.

4. Accounting records and files, including those pertaining to wages, salaries and benefits, and wage, salary, and benefit administration;
5. Internal legal files; and
6. Employee concerns program records.

Upon expiration or termination of this contract, however, if requested by DOE, copies of any such records pertaining to employees that continue in the employ of a successor Contractor at the Hanford site shall be, unless otherwise prohibited by law, delivered to the successor Contractor or to DOE. Any other of such records shall be preserved by the Contractor for a period of three years after settlement of the contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

DOE shall be afforded access to and use of all records, owned by the Contractor; in addition the Contractor shall obtain agreement with such other owners so that DOE is also afforded access to and use of records of the type described above relating to Contractor employees, but owned by others, which have been acquired or generated for the Contractor under this contract. Such DOE right shall be for the purpose of fulfilling DOE's obligation as described in paragraphs (1) through (7) below and shall be reasonably consistent with employee privacy interests and claims of privilege.

1. Equal employment opportunity, compliance with federal labor statutes and security;
 2. Occupational illness and injury; safety and health;
 3. Contract approvals where Contractor-owned records are relevant to an approval right of DOE under the contract and the information is not readily available to DOE from another source;
 4. State and/or federal law;
 5. Responding to claims or actions against the Government; and
 6. Performing DOE appraisals of Contractor performance relating to personnel administration.
- e. The Contractor shall include appropriate provisions in subcontracts to implement this requirement.

H-6 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- a. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site, (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this paragraph H-6, consists of a Basic Agreement dated September 10, 1984, plus an Appendix A, both of which may be periodically amended. The Site Stabilization Agreement is hereby incorporated into this contract by reference. The Contractor is responsible for obtaining the most current text from DOE.
- b. This clause H-6 applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- c. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- d. Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph c above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 1. Article VII Employment, Section 2 only
 2. Article XII Non-Signatory Contractor Requirements
 3. Article XIII Hours of Work, Shifts, and Overtime
 4. Article XIV Holidays
 5. Article XV Wage Scales and Fringe Benefits, Sections 1 and 2 only
 6. Article XVII Payment of Wages-Checking In & Out, Section 3 only
 7. Article XX General Working Conditions
 8. Article XXI Safety and Health
- e. The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.

- f. The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).
- g. The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A, may be modified by the parties thereto from time to time.
- h.
 - 1. In the event of failure to comply with paragraphs c, d, e, f, and g above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
 - 2. The rights and remedies of the Government provided in this paragraph H-6 shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- i. The requirements of this paragraph H-6 are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," and "Contract Termination - Debarment."
- j. The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this paragraph H-6, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs c, d, e, f, and g hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.
- k. The Contractor agrees to insert the provisions of this Clause H-6, including this paragraph k, in all subcontracts for the performance of work subject to the Davis-Bacon Act.

H-7 PAYMENT AND PERFORMANCE BONDS

The prime contractor and preselected subcontractors will not be required to furnish payment and performance bonds. However, all fixed price construction subcontractors

will be required to submit the necessary payment and performance bonds as required by the Miller Act. Specific requirements and penal amounts can be found in FAR 28.102.

H-8 ADVANCE AGREEMENTS

The advance agreement of personnel policies and procedures, found in Section J as Attachment 7, is incorporated into and made a part of this contract. Other advance agreements based on mutual agreement of the parties may, at the discretion of the Contracting Officer, be incorporated therein.

H-9 REQUISITIONING OF SITE SERVICES

Hanford site services are available for use by the ERC from the assigned provider. The ERC shall be treated just like any other on-site contractor when it comes to obtaining site services. After transition, a 90-day written notice must be provided prior to terminating site services. DOE reserves the right to direct ERC utilization of site services at any time. Requests for site services are subject to the providing contractor's determination of availability. The ERC should have an account/billing system in place to handle the payment for services, as do other site contractors who obtain site services from other site contractors.

H-10 DETERMINATION OF APPROPRIATE LABOR STANDARDS

DOE shall determine the appropriate Labor Standards, which shall apply to all work performed under the ERC contract. With DOE approval, the Contractor shall provide such information in the form and timeframe required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts.

H-11 HEALTH PHYSICIST TECHNICIANS (HPTs) AND CRAFT SERVICE PERSONNEL

ERC will be allowed to furnish their own HPTs, providing they meet the site training and certification requirements. The ERC will be allowed to self-monitor if properly trained. Specific requirements for the HPT (also referred to as radiation protection technicians) training program are contained in 10 CFR 835, "Occupational Radiation Protection" and the DOE Radiological Control Manual. The ERC is responsible for implementation of a training program that meets the requirements in 10 CFR 835, Subpart J, "Radiation Safety Training."

In addition, the ERC will be allowed to employ those craft and service personnel required for surveillance and maintenance of Hanford Surplus Facilities funded from the ER Program budget and managed by the ERC.

H-12 ORGANIZATIONAL CONFLICT OF INTEREST - ERC AND SUBCONTRACTORS

The ERC will not be permitted to subcontract or transfer any portion of the work to its subsidiaries, affiliates or otherwise related companies through common ownership or control, without the Contracting Officer's approval.

The ERC and its subcontractors shall exert best efforts to acquire for the Government on the best terms available but shall be allowed (but shall not be obligated) to furnish items of such materials, supplies, equipment, and facilities of its own manufacture (or of the manufacture of its subsidiary corporations), provided it obtains the Contracting Officer's concurrence in advance.

The ERC, including its subsidiaries, affiliates or otherwise related companies, shall not propose upon DOE contracts or subcontracts for facilities or activities related to environmental restoration on the Hanford Site where the ERC has been involved in development of plans or requirements for such facilities or activities or would be involved in management or oversight of such facilities or activities under this ERC contract, unless otherwise approved by the Contracting Officer.

H-13 ADVANCE UNDERSTANDING ON PERSONNEL POLICIES AND PROCEDURES

The Department of Energy (DOE) intends to reach advance understandings with the successful offeror on certain personnel costs and related expenses. These costs are those associated with personnel policies and procedures which the offeror intends to apply to work under the ERC contract. Advance review by DOE and written approval by the Contracting Officer of such personnel policies and procedures will be required. Any exceptions noted in the Contracting Officer's written approval will govern the Contractor's application of the personnel policies and procedures under the ERC contract. Any deviation from the personnel policies and procedures so approved must have DOE approval before costs occasioned thereby will be considered allowable (either direct or indirect) under the subject contract.

H-14 PREEXISTING CONDITIONS

- a. The Government shall indemnify, protect, and hold the Contractor harmless from and against any and all civil liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving strict or absolute liability), actions, suits, costs, expenses, and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever which may be incurred by, imposed on, or asserted against the Contractor in any way relating to or arising out of any act or failure to act on the part of any person, and relating to any part of the facility at the sites managed under this contract or any areas adjacent thereto which act or failure to act occurred before the Contractor assumed responsibility for sites managed under this contract. New conditions created or caused in whole or in part by the Contractor after assuming management responsibility for the sites, facilities, and associated structures are

not considered "Pre-existing conditions". To the extent the acts or omissions of the Contractor cause any fine or add to the amount of any fine or penalty that resulted from pre-existing condition(s), the Contractor will be responsible in accordance with the terms and conditions of this contract. The provisions of this clause are subject to the availability of funds appropriated by Congress. The Government shall use its best efforts to obtain such funds should such funds not be otherwise available.

H-15 RESERVED

H-16 AUTHORITY TO PROCEED INTO REMEDIAL ACTION

The Contractor is not authorized to proceed with the remedial actions selected in Records of Decision without the written approval of the Contracting Officer or the Contracting Officer's Representative (COR).

H-17 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT

The Contractor agrees to conduct an inventory satisfactory to DOE of Government owned property, including capital equipment and sensitive property, during the first six months following assumption of full responsibility under this contract. The results of this inventory shall be submitted or made available to the Contracting Officer. The Contractor agrees to update its inventory on an annual basis.

The Contractor shall maintain and administer a property management system, subject to the approval of the Contracting Officer, of accounting for and control, utilization, maintenance, repair, protection, and preservation of Government property in its possession under the contract. The Contractor's property management system shall be maintained and administered in accordance with sound business practice, and in accordance with Department of Energy Property Management Regulations and such directives or instructions which the Contracting Officer may from time to time prescribe.

The Contractor shall administer a real property administration system in accordance with Federal Acquisition Regulations Part 45.5 for the real property and fixtures listed in Section J, Attachment 2, Appendix 5 to this contract and the treatment, storage and disposal units listed in Section J, Attachment 2 Appendix 7 (as those appendices may be amended by direction of the Contracting Officer).

H-18 INTERNAL AUDIT

The Contractor agrees to perform an internal audit function to conduct reviews and examinations, satisfactory to DOE of the records, operations, expenses, and the transactions with respect to costs claimed allowable under this contract. The Contractor shall submit, for the approval of the Contracting Officer, an annual audit plan for internal audits of the Contractor and for audits of on-site cost-type subcontractors. The official audit report(s), including the working papers (as required), shall be submitted or made available to the Contracting Officer or his/her designee. This clause does not supersede the Government's right to perform self-initiated reviews, evaluations, or audits.

H-19 INVOICED AMOUNTS

In addition to the information required by other sections of this contract, the Contractor shall provide incurred cost data coded in a DOE defined format via computer or some other form of magnetic media such as a computer tape or floppy disk. This incurred cost data must be fully edited against DOE codes such as budget and reporting (B&R) codes, etc. The Contractor shall deliver the fully edited incurred cost data to DOE on the same day that the invoices is delivered unless directed otherwise by DOE.

H-20 KEY PERSONNEL

The personnel specified below are considered essential to the work being performed under this contract. Prior to diverting to other positions or substituting any of the specified individuals, the Contractor shall notify the Contracting Officer at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

<u>NAME</u>	<u>TITLE</u>
T. E. Logan*	President
Vacant*	Vice President, Operations
Vacant	Manager, Quality, Safety and Health
M. B. Fox	Manager, Planning and Controls

The base annual salary for all Key Personnel are reimbursable only to the extent each such salary has been approved on DOE Form 3220.5, Application for Contractor Compensation Approval, by DOE. The contractor will provide supporting information with DOE Form 3220.5 on all compensation actions well in advance of the proposed effective date.

For the asterisked (*) employees BHI will invoice DOE the salary cost only after approval is received. For all other key employees BHI is allowed to invoice DOE for any salary costs, which are in accordance with the submitted salary plan or Form DOE 3220.5. In case of disapproval of such billed salary costs (either direct or indirect) BHI within 45 days will issue a retroactive credit to the proper account.

H-21 DEPARTMENT OF LABOR WAGE DETERMINATION

In the performance of this contract, the Contractor and/or subcontractors shall comply with the requirements of U.S. Department of Labor Wage Determination Number (96-0330), Revision 1, dated (11/10/1997), if the contract or subcontracts are covered by the Service Contract Act. Prior to the beginning of each contract year, a revised wage

determination shall be requested from the Department of Labor and incorporated into this contract by letter from the Contracting Officer. The Contractor and/or subcontractors shall comply with the revised wage determination for Service Contract Act covered employees.

H-22 BUSINESS UNIT

The work performed by Bechtel Hanford, Inc. under this contract shall be conducted as a separate business unit (division, segment, joint venture, etc.), separate from the parent unit. Bechtel Hanford, Inc. and its affiliated companies may perform other commercial activities in furtherance of DOE's Hanford Strategic Plan mission to "...partner in the economic diversification of the region."

H-23 SUPPORT FROM BECHTEL AFFILIATED SOURCES

Due to the project nature of the Contractor's scope of work, it is recognized that the staffing requirements of the Contractor will vary over the course of each year. The technical and staff support capabilities of the Contractor and its affiliates for work at Hanford were proposed and recognized in the competitive selection process. Therefore, the Contractor may obtain direct support from affiliates to meet technical and staffing requirements on an as needed basis as approved by the Contracting Officer. Approval will be obtained through DOE's approval of the Contractor's fiscal year work plan, to the maximum practical extent, which will identify the anticipated level of "Offsite Support". Further, DOE approval shall be obtained for any material increase from the work plan. The process and procedure for justifying and controlling transfers from affiliates will be approved by the Contracting Officer.

Services from a Bechtel-affiliated source will be at cost without additional fee or profit. Allowable cost will include direct cost and all allocable indirect costs in accordance with applicable Federal Acquisition Regulation Cost Principles (excluding Facilities Capital Cost of Money). Work performed at Hanford will be billed using a Government approved offsite (project) rate. In the absence of a Government approved offsite (project) rate, temporary assignments of personnel from Bechtel-affiliated sources greater than 6 months, shall have indirect costs based upon an offsite rate that excludes home office facilities costs and other costs for services and equipment provided at the Hanford site.

H-24 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

The clause of this contract entitled FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation, shall not apply to construction or demolition activities performed by the Contractor pursuant to the scope of work outlined in the Contract.

H-25 SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION

The Contractor, Bechtel Hanford, Inc. (BHI), is authorized to reimburse, as an allowable cost, monthly payments by its subcontractor, IT Hanford, Inc. (ITH), associated with the

1996 Special Voluntary Retirement Program (SVRP) for Mr. Theodore A. Curran and Mr. Kenneth R. Porter. The monthly payments will be equal to the enhancement portion of the SVRP. As of February 1, 1997, these amounts are \$523.66 for Mr. Curran and \$752.98 for Mr. Porter. The exact amounts are to be determined by the Plan Administrator based on the actual retirement date and the joint and survivor annuity option as selected by the individuals. Each monthly payment will continue until: (1) the month immediately preceding the month each individual receives his first payment of an enhanced benefit from the Hanford Pension Plan; or (2) the month of his death or his spouse's death, whichever is later. The Contractor and/or its subcontractor, ITH, shall make such payments, as allowable costs, for the terms of their respective contract/subcontract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable. The Department of Energy (DOE) will incorporate provisions in successor contracts for continuation of said payments as allowable costs. In the event there is no successor contractor, DOE will make such payments directly to the above individuals based on the conditions herein.

Payment of the above amounts may be found to be included as part of the Hanford Pension Plan, should the Internal Revenue Service (IRS) rule that such payments are qualified under the Hanford Pension Plan. A ruling by the IRS qualifying such payment under the Hanford Pension Plan will negate the monthly payments by BHI and/or its subcontractor, ITH, successor contractors or the DOE.

H-26 PROVISIONAL PAYMENT OF FEES

- a. Definition: For purposes of this clause, the word "fee" shall mean performance fee.
- b. Provisional payment of fee will be paid monthly at a value not to exceed 6.67% of the in effect annual fee pool value. Payment is dependent upon adequate Contractor performance such that DOE has determined that the Contractor's performance is at least at the 80% level as defined in the Performance Plan. Should performance be considered below the 80% level, DOE may elect to authorize a lesser payment for the month. During subsequent months, should Contractor performance warrant, DOE may increase the monthly provisional fee payment in excess of 6.67% of the annual fee pool as long as the aggregate provisional fee payment for the period (excluding fee associated with completed PBCI's) does not exceed 80% of the annual fee pool. The Contractor shall submit a monthly provisional fee invoice with the second cost invoice of the following month, or on the day of the Environmental Restoration Contract (ERC) Project Review if the Project Review date falls after the Contractor has submitted the second cost invoice. Both parties agree to work together to ensure that the provisional fee invoice is submitted and paid by the end of each month.
- c. The final fee determination for the performance period will be made by the Contracting Officer or the Fee Determining Official (FDO), as appropriate, in accordance with the fee clauses of this contract. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with

interest in accordance with the contract clause FAR 52.232-17, Interest. Interest shall begin on the overpayment 7 days after DOE notifies the Contractor that an overpayment has occurred.

H-27 SPECIAL PROMPT PAYMENT PROVISIONS

As allowed in FAR 32.906(a), the Contracting Officer will make payment on the seventh (7th) calendar day after receipt of a proper contract invoice request and an electronic file fully edited against DOE codes such as budget and reporting (B&R) codes, etc. Should the 7th day fall on a weekend or Federal holiday, payment will be made on the following business day without incurring a late payment interest penalty.

The Contractor agrees to an exception on the interest penalty. Eight days during each year that DOE is late on a payment or payments, the interest penalty will not be incurred. The 8-day "grace period" may occur as 8 consecutive days (i.e.; one payment made 8 days late) or 8 individual days throughout the year (i.e.; 8 payments made, each one day late).

As provided in Contract Clause I-11, Allowable Cost and Payment (Deviation), any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements audited. Any payment to the Contractor may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs, or (2) adjusted for prior overpayment or underpayment.

H-28 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 1999)

The Contractor or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H-29 LOBBYING RESTRICTIONS (DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 1999)

The Contractor or awardee agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H-30 SUPERSTRETCH INCENTIVES

To challenge the Contractor to accomplish significant, mission critical, superstretch goals that are in the best interest of the Government, significantly accelerate outyear workscope identified in the DOE-approved baseline, and/or motivate the Contractor to extraordinary performance, the following incentive provision is established:

Performance incentives addressing superstretch goals should be developed prior to the beginning of the fiscal year, but may be developed and implemented during the fiscal year on a limited basis. The RL Manager will establish superstretch goals. The cost and fee for superstretch work will be paid from funds that become available due to positive differences (savings and efficiencies, not including work deferrals) between the budgeted cost and actual cost of the regular work scheduled to be performed during the current fiscal year. The fee for superstretch work will be outside the fee pool identified in Clause B-5. Superstretch work may include a fee that does not exceed 20 percent of the estimated cost of the superstretch work. When the Contractor has determined funds are available for superstretch work, the Contractor shall coordinate with the RL Manager or designee to identify specific superstretch work to be initiated. The superstretch workscope must be identified and authorized by a Baseline Change Proposal (BCP) that must be approved by the RL Manager prior to the Contractor beginning work. The specific superstretch work and associated fee must be incorporated into the current year's Performance Plan in order for the Contractor to be eligible to receive fee for the work.

The BCP will be processed through the BHI and DOE Change Control Boards. Upon approval of the BCP and the revised Performance Plan by the RL Manager, the accelerated work will be performed. When the work is completed, a package documenting completion of the work will be prepared and submitted to DOE for approval. Approval of the completion package by DOE will authorize payment to the Contractor of the fee earned.

To earn the superstretch fee associated with a superstretch incentive, the cost and fee associated with the superstretch work must be able to be paid from the actual savings realized during the fiscal year that the superstretch work was initiated. The superstretch work may be completed in a subsequent fiscal year on a limited basis at RL discretion. In the event the superstretch work is not completed within the agreed upon cost and schedule due to factors within the Contractor's control, a revised fee rate for the work that does not exceed the fee rate for regular work for the year that the work was initiated (See Table B-4) will be unilaterally assigned by the Contracting Officer (the revised fee rate may be zero). In the event cost overruns or schedule delays are due to circumstances beyond the control of the Contractor, the Contracting Officer may unilaterally assign a revised fee rate that does not exceed the established superstretch fee rate and also is not less than the fee rate for regular work for the year that the work was initiated.

Fee payments from accomplishment of superstretch goals will be separate from and not subject to or impact the provisional payment of fee limitations described in Clause H-26.

**H-31 TRAVEL RESTRICTIONS (ENERGY & WATER DEVELOPMENT
APPROPRIATIONS ACT, 2000)**

- a. For contractor travel expenses incurred on or after October 1, 1999, a ceiling limitation of \$330,000 shall apply to all reimbursements made for contractor travel expenses, funded by DOE under the FY 2000 Energy & Water Development Appropriations Act, under this contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the

Contracting Officer. Travel costs generally include lodging, meals, incidental expenses, airfare, rental cars and other miscellaneous expenses. Costs associated with certain types of travel are excluded from the ceiling limitation under this clause. Examples of excluded travel types are listed below:

1. Travel performed under work for others agreements if funded by other than Energy & Water Appropriations,
 2. Travel of subcontractors,
 3. Travel of non-DOE users to participate in experiments at DOE user facilities,
 4. Travel costs funded by other appropriations,
 5. Travel costs of travel management centers,
 6. Relocation costs,
 7. Costs of workshops/seminars (other than travel costs), such as, rental of meeting rooms, public address equipment, speakers' fees; and
 8. Registration costs of training classes.
- b. Notwithstanding any other provisions of the contract, the Contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 1999 and before October 1, 2000 which exceed the rate and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. To the extent that this contract provides elsewhere for the reimbursement of employee travel costs which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code, the preceding limitation on reimbursement of employee travel costs applies to costs incurred on or after December 1, 1999 and before October 1, 2000. Costs, which exceed these rates and amount, will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.
- c. Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
1. Federal Travel Regulations (FTR) for travel within the 48 contiguous states;
 2. Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or

3. Standardized Regulations (SR) for travel allowances in foreign areas.
- d. Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.
- e. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H-32 WORKER'S COMPENSATION

Pursuant to State of Washington Revised Code (RCW) Title 51, Section 51.04.130 *Industrial Insurance Coverage for Hanford Workers – Special Agreements*, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract at the Hanford Site, including work of pre-selected subcontractors only, be subject to the following:

The Contractor shall be relieved of all obligation to pay premiums to the Department of Labor and Industries of the State of Washington (L & I) for such coverage, DOE having agreed, under the terms of a contract with L & I to bear the actual cost of such coverage.

The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the L & I, such payroll records as are required by the said statutes.

The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to L & I, the accident reports provided for by RCW Title 51, Section 51.28.010.

The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

H-33 PERMITS AND LICENSES

- a. Except as notified in writing by the Contracting Officer, the Contractor shall obtain any necessary permits and licenses required by laws, codes, ordinances, and regulations of the United States, a state or territory, and a municipality or other political subdivision, and which are applicable to the performance of work under this contract. This includes, but is not necessarily limited to, identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing any application required to obtain permits and licenses, and providing any additional information or data required.
- b. When notified by the Contracting Officer that the DOE will obtain certain permits or licenses, the Contractor shall provide all reasonable assistance requested, including providing information or data, that is required for obtaining such permits or licenses.
- c. The Contractor shall comply with all laws, codes, ordinances, and regulations of the United States, a state or territory, and a municipality or other political subdivision, and that are applicable to the performance of work under this contract.

H-34 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Statement of Work; (b) the schedule; (c) contract clauses; and (d) other documents, exhibits, and attachments. In the event of an inconsistency between or among contract clauses directly dealing with cost allowability issues, specific provisions of this contract will take precedence over provisions generally making FAR Part 31 applicable to the contract.

H-35 RESERVED

H-36 PROCUREMENT OF CONSTRUCTION (JUNE 1991)

The Contractor shall not perform construction services with its own employees under this contract without the express prior approval of the Contracting Officer.

The Contractor shall procure by subcontract the construction, alteration, or repair of public buildings or public works required to be performed under this contract. The Contractor shall ensure that any subcontract for such construction, alteration, or repair includes the following clauses, and that the subcontractor complies with their provisions:

Contract Work Hours and Safety Standards Act

Overtime Compensation at FAR 52.222-4

Davis-Bacon Act at FAR 52.222-6

Withholding of funds at FAR 52.222-7

Payrolls and Basic Records at FAR 52.222-8

Apprentices and Trainees at FAR 52.222-9

Compliance with Copeland Act Requirements at FAR 52.222-10

Subcontracts (Labor Standards) at FAR 52.222-11

Contract Termination – Debarment at FAR 52.222-12

Compliance with Davis-Bacon and Related Act Regulations at FAR 52.222-13

Disputes Concerning Labor Standards at FAR 52.222-14

Certification of Eligibility at FAR 52.222-15

Buy American Act at FAR 52.225-5

Upon a determination by the Contracting Officer or the duly authorized representative that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, the Contractor shall request a determination of the prevailing wage rates from the Contracting Officer in sufficient time to include the appropriate wage determination in the subcontract bid package.

H-37 PROCUREMENT OF ARCHITECT-ENGINEERING SERVICES

Upon direction of the Contracting Officer, the Contractor shall procure Architect-Engineering (A-E) Services using FAR Part 36 and DEAR Part 936 as guides. The Brooks Act, Public Law 92-582, establishes the policy and procedures necessary to assure the selection of A-E Contractors by the Federal Government is based solely upon the qualifications of competing A-E firms. The Act does not directly govern the award of A-E subcontracts. However, the Contractor shall assure that its purchasing system and methods reflect the essence of the Federal policy by providing for selection of A-E subcontractors based primarily upon the proposer's qualifications, however, this does not preclude the consideration of other factors, including cost or price, in the selection of A-E subcontractors.

Combinations of subcontractors for architect-engineer and construction services, which may result in self-inspection of construction work, shall not be awarded unless specifically authorized by the Contracting Officer.

H-38 CONDITIONAL PAYMENT OF FEE (CPOF) SITE SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Special Contract Requirement supplements Contract Clause I-53, DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts (JAN 2004) and Alternate I (JAN 2004) and Alternate II (JAN 2004), by establishing site specific Environment, Safety and Health (ES&H) performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Special Contract Requirement will be processed in accordance with the provisions of Contract Clause I-53. The site specific performance criteria/requirements contained herein will be reviewed periodically and may be modified by mutual agreement.

The following additional subparagraphs supplement paragraph (c) (3) (Environment Safety and Health, Third Degree performance failures) of Contract Clause I-53:

- (v) Failure to report accurate data necessary to demonstrate regulatory compliance to enforceable regulations.
- (vi) OSHA Total Recordable Case Rate - Two consecutive quarters that the quarterly average exceeds 1.9 cases/200,000 hours.
- (vii) OSHA Lost Work Day (Days Away from Work, or Restricted Work Days, or both) Case Rate - Two consecutive quarters that the quarterly average exceeds 0.8 cases/200,000 hours.
- (viii) Missed Milestones - One or more Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement) missed milestone.
- (ix) Environmental Permit Violations - Two or more permit violations in a 12 month period.
- (x) Control of Radioactive Contamination –
 - a) An event resulting in the loss of control of radioactive material to the public exceeding 20 times 10 CFR 835, Appendix E, values.
 - b) An event resulting in the estimated loss, damage and/or clean-up to property exceeding \$250,000.
 - c) One or more occurrences in any 12 month period resulting in the skin contamination of 5 or more individuals at a level exceeding the total contamination limits identified in 10 CFR 835, Appendix D.
 - d) A single event in which 5 or more individuals or 5 or more events in any 12 month period in which 1 or more individuals exceed confirmed internal depositions greater than 100 mRem.

- e) Multiple radiological events at one or more facilities that in aggregate indicate a significant loss of radiological control.
- (xi) Control of Radiation Exposure –
 - a) Radiation exposure to an individual exceeding 2.0 rem total effective dose equivalent in a year without prior DOE approval, or exposure to an individual exceeding any of the limits of 10 CFR 835.202, 835.206, 835.207, or 835.208.
 - b) Three or more individuals exceed confirmed internal depositions greater than 1.0 rem CEDE in any 12-month period.
- (xii) Transportation Safety – Two or more events, as defined by DOE M 231.1-2, Group 8, Criteria 1, 2 or 3 in any 12 month period.

I-1	Preprinted Contract Clauses for Cost-Reimbursement Service Contracts (DOE Set 304) (Feb 1993).....	1
I-2 FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Deviation) (Sep 1990)	1
I-3 DEAR 952.204-2	Security (Oct 1987).....	2
I-4 DEAR 952.204-70	Classification (Apr 1984).....	4
I-5 DEAR 952.204-74	Foreign Ownership, Control, or Influence over Contractor (Apr 1984)	4
I-6 FAR 52.208-1	Required Sources for Jewel Bearings and Related Items (Apr 1984).....	6
I-7 DEAR 952.209-72	Organizational Conflicts of Interest - Special Clause (Nov 1987)	8
I-8	Reserved.....	11
I-9	Moved to Section H (H-34)	
I-10 FAR 52.215-39	Reversion or Adjustment of Plans for Post-Retirement Benefits Other than Pensions (PRB) (Jul 1991)	12
I-11 DEAR 952.216-7	Allowable Cost and Payment (Deviation) (Apr 1984) and Alternate II	12
I-12 FAR 52.217-9	Option to Extend the Term of the Contract (Mar 1989)	18
I-13 DEAR 952.217-70	Acquisition of Real Property (Apr 1984).....	19
I-14 FAR 52.220-4	Labor Surplus Area Subcontracting Program (Apr 1984).....	19

- e. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.
- f. Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.
- g. Modifications. Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Department will request and the Contractor is required to submit either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation.

I-8 RESERVED

I-9 ORDER OF PRECEDENCE

This clause moved (unchanged) to Section H (H-34).

I-10 FAR 52.215-39 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JUL 1991)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If the PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(5). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirements of FAR 15.804-8(f). The resulting adjustment to prior years' PRB costs will be determined and applied in accordance with FAR 31.205-6(o).

I-11 DEAR 952.216-7 ALLOWABLE COST AND PAYMENT DEVIATION) (APR 1984) AND ALTERNATE II

- a. Invoicing. (Deviation) The Government shall make payments to the Contractor within thirty days of receipt of the invoice/voucher, in amounts

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- A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues; and provided that the costs associated with such claims are not unallowable. In addition, the Contractor should provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not.
- C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I-12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed eleven (11) years and three (3) months.

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
DOE O 5670.3	Counterintelligence Program	09/04/92	No
DOE-RL-94-02	Hanford Emergency Response Plan	Current Version	No
DOE-RL-96-68 Rev O	Hanford Analytical Services Quality Assurance Requirements Document (Vol 1-4)	09/30/96	No
DOE/RL-2002-12*	Hanford Radiological Health and Safety Document	09/12/01	No
EO 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition		No

* Option A only, as described in Bechtel letter 095978, dated January 25, 2002.

APPENDIX 5

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

The list on the following pages represent the facilities in the RL-ER baseline for decommissioning (1995). Most of these facilities are inactive and are addressed by the EM-40 Inactive Facility Surveillance and Maintenance (S&M) Program. Certain facilities, or portions of facilities on this list are currently in use by various programs, and therefore are not addressed by the current EM-40 S&M Program. These facilities/portions are as follows:

105-KE	Fuel Storage Basin and Transfer Bay Area
105-KW	Fuel Storage Basin and Transfer Bay Area
165-KW	Switchgear room in Power Control Building
183.1-KW	Chlorine Vault
190-KW	S. and E. Highbays in Process Water Pumphouse
1112-N	PHMC Telecommunications Hub

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
100-B AREA	100-B	Riverlines (2)
	103-B	Unirradiated Fuel Storage - demolished
	104-B-1	Tritium Vault - demolished
	104-B-2	Tritium Laboratory - demolished
	105-B	Reactor Building
	111-B	Decontamination Station
	116-B	Reactor Exhaust Stack
	119-B	Exhaust Air Sample Building
	1608-B	Vacumn Seal House
	1701-BA	Exclusion Area Badge House - demolished
	1904-B-1	Outfall Structure
	1904-B-2	Outfall Structure
100-C AREA	100-C	Riverline (2)
	105-C	Reactor Building and Fuel Storage Basin
	105-C	Water Tunnels
	105-C	High Tanks (2) - demolished
	118-C-4	Horizontal Control Rod Storage Cave
	183-C	Filter Plant - demolished
	190-C	Main Pumphouse - demolished
	1702-C	Badge House - demolished
	1714-C	Solvent House - demolished
100-D AREA	100-D	Riverlines (2)
	103-D	Unirradiated Fuel Element Storage Building
	105-D	Reactor and Fuel Storage Basin
	105-D	Water Tunnels - demolished
	116-D	Reactor Exhaust Stack
	190-D	Main Process Pumphouse (190-D Complex) - demolished
	1904-D	Outfall Structure
100-DR AREA	100-DR	Riverline (1)
	105-DR	Reactor Building and Fuel Storage Basin - ISS in process
	105-DR	Water Tunnels
	116-DR	Reactor Exhaust Stack
	117-DR	Reactor Exhaust Air Filter Building
	119-DR	Reactor Exhaust Air Sample Building
	190-DR	Main Pumphouse - w/ N&S Annex

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
100-F AREA	100-F	Riverlines (2)
	105-F	Reactor Building and Fuel Storage Basin - ISS in process
	108-F	Biology Laboratory Building - Demolition in process
	183-F	West Clearwell
100-H AREA	100-H	Riverlines (2)
	105-H	Reactor Building and Fuel Storage Basin
	183-H	West Clearwell
	183-H	Solar Evaporation Basin - demolished
	1713-H*	Warehouse
100-K AREA	1720-HA	Arsenal
	100-K	Riverlines (2)
	167-K	Crosstie Tunnel Building
	182-K	Emergency Water Reservoir Pumphouse
	183-K	Pipe Tunnels
	1720-K	Administrative Office Building
	105-KE	Reactor Building
	105-KE	Process Water Tunnels
	110-KE	Gas Storage Facility
	115-KE	Gas Recirculation Building
	116-KE	Reactor Exhaust Stack
	117-KE	Exhaust Air Filter Building
	118-KE-2	Horizontal Control Rod Storage Cave
	150-KE	Heat Recovery Station
	166-KE	Oil Storage Vault
	1713-KER	Warehouse
	105-KW	Reactor Building
	105-KW	Process Water Tunnels
	110-KW	Gas Storage Facility
	115-KW	Gas Recirculation Building
	116-KW	Reactor Exhaust Stack
	117-KW	Exhaust Air Filter Building
	118-KW-2	Horizontal Control Rod Storage Cave
	119-KW	Exhaust Air Sample Building
	150-KW	Heat Recovery Station
	165-KW	Power Control Building
	166-KW	Oil Storage Vault
	181-KW	River Pumphouse
	183-KW	Filter Plant
	190-KW	Process Water Pumphouse

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
100-N AREA	100-N	Riverline (1)
	11-N	Change Room
	13-N	Storage Building
	104-N	Storage Building - demolished
	105-N	Reactor Building and Fuel Storage Basin
	105-NA	Emergency Diesel Enclosure
	105-NB	Maintenance Building Addition
	105-NC	Emergency Diesel Generator - demolished
	105-ND	Remote Air Intake
	105-NE	Fission Products Trap
	107-N	Basin Recirculation Facility
	108-N	Chemical Unloading Facility
	109-N	Heat Exchange Building
	109-NA	Steam and Flow Instrument Building - demolished
	109-NB	Hydro Power Unit Building - moved and reutilized
	116-N	Air Stack
	117-N	Air Filter Building
	117-NVH	Valve Control House
	119-N	Air Sampling Monitor
	119-NA	Air Sampling and Monitoring
	151-N	230KV Electrical Substation
	153-N	Switchgear Building
	163-N	Demineralizer Plant
	166-N	Oil Storage Building
	181-N	River Pumphouse
	181-NA	Pumphouse/Guard Tower
	181-NB	#3 Diesel Enclosure
	181-NC	Sample Station/Skid Station
	182-N	High Lift Pumphouse
	183-N	Water Filter Plant
	183-NA	Pumphouse
	183-NB	Clearwell
	183-NC	Filter Backwash Sump
	183-ND	Clearwell Overflow Pond
	184-N	Power House
	184-NA	Power House Annex Building
	184-NB	Air Handler Main Building
	184-NC	Air Handler Annex Facility
	184-ND	Fuel/Diesel Oil Day Tanks - demolished
	184-NE	Compressor Shed
	184-NF	Chemical Injection House

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
100-N AREA (cont.)	1112-N	Guard Station/WHC Telecommunications Hub
	1112-NB	Badge House (SEA) - excessed/removed from site
	1120-N	Training Building
	1134-NA	Motor Generator (Line Conditioner) - excessed/removed from site
	1143-N	Carpenter/Paint Shop
	1300-N	Emergency Dump Basin
	1303-N	Radioactive Dummy Burial Facility
	1304-N	Emergency Dump Tank
	1310-N	Radioactive Liquid and Waste Treatment Facility
	1312-N	Liquid Effluent Retention Facility
	1313-N	Change and Control Room
	1314-N	Liquid Disposal Building
	1315-N	Diversion System Valve House
	1316-N	Valve House
	1316-NA	Valve Vault
	1316-NB	Crib Effluent Iodine Monitoring Facility
	1316-NC	Turbine Meter Vault
	1322-N	Waste Treatment Pilot Facility
	1322-NA	Effluent Water Pilot Plant
	1322-NB	Crib Effluent Iodine Monitoring Facility
	1322-NC	Turbine Meter Vault
	1327-N	Diversion Valve House
	1330-N	Waste Storage Facility
	1702-N	Vehicle Inspection Building - demolished
	1705-N	Instrument and Electrical Facility
	1705-NA	Maintenance Shop Annex
	1706-N	Storage Building/Maintenance Shop
	1706-NA	Sewer Lift Station
	1712-N	Insulation Shop
	1714-N	Warehouse and Receiving
	1714-NA	Warehouse
	1714-NB	Warehouse
	1715-N	Oil Tanks
	1722-N	Decontamination Shop
	1723-N	Contaminated Equipment Storage Building
	1723-NX	Laydown Storage Yard
	1734-N	Gas Bottle Storage - demolished
	1802-N	Pipe Trestle
	1900-N	Water Supply Tanks

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
100-N AREA (cont.)	1902-N	Export Water Tie-in Building
	1903-N	Old Septic System
	1904-NA	Sewage Lift Station #1
	1904-NB	Sewage Lift Station #2
	1904-NC *	Sewage Lift Station #3
	1908-N	Outfall Structure
	1926-N	Valve Pit
Former Hanford Generating Plant Facilities	100-N-18	Burn Pit
	100-N-67	Dumping Area
	181-NE	River Water Pump House
	1707-N	Boathouse
	1908-NE	Outfall

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
00 EAST PUREX FACILITY	202-A**	PUREX Facility (Canyon building)
	203-A**	Acid Pump House/Acid Storage & Handling Facility
	204-A**	U-Cell
	205-A**	Silica Gel Facility
	206-A**	Fractionator Building
	210-A**	Drum Storage
	211-A**	Bulk Cold Chemical Tank Farm
	212-A**	Fission Product Load Out
	213-A**	Fission Product Load In / Maintenance Shop
	214-A/B/C/D**	Purex Facility Warehouse
	215-A**	Sodium Hydroxide Instrument Pad (Concrete Pad Remaining)
	216-A**	Spud Cellar Sample Pit
	217-A**	SAMCONS I&C Unit
	221-A**	Pipefitter Shop
	225-EC**	TEDF Monitoring Building
	252-AB**	Main Electrical Switchgear Substation
	252-AC**	Surveillance Lighting Electrical Substation
	271-AB**	PUREX Maintenance Facility
	276-A**	R Cell
	281-A**	Emergency Generators Facility
	291-A**	Exhaust Fans
	291-AB**	Exhaust Air Sample Shack
	291-AC**	Exhaust Air Instrument House
	291-AD**	Ammonia Off-Gas Filter Building
	291-AE**	#4 Filter Building
	291-AG**	Sample Station #2
	291-AH**	Ammonia Off-Gas Sample Station
	291-AJ**	Sample Station #3
	291-AK**	Air Tunnel Enclosure

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
200 EAST PUREX FACILITY (cont.)	291-A-1**	202-A Main Stack
	292-AA**	PR Stack Sample House
	292-AB**	Gaseous Effluent Monitoring Building (Main Stack Bldg.)
	293-A**	Dissolver Off-Gas Station
	293-AA**	Former Hydrogen Peroxide Storage (Concrete Pad reutilized under 252-AB)
	294-A**	Off-Gas Instrument Shack
	295-A**	ASD Sample Station (Ammonia Scrubber)
	295-AA**	ACD Sample/Pump Station (Steam Condensate)
	295-AB**	PDD Sample Station (Process Distillate)
	295-AC**	CSL Sample Station
	295-AD**	CWL Sample Station (Cooling Water)
	395-AE**	PDD Monitoring Station
	296-A-1**	Stack
	296-A-2**	Stack
	296-A-3**	Stack
	296-A-5A**	Stack
	296-A-5B**	Stack
	296-A-6**	Stack
	296-A-7**	Stack
	296-A-8**	Stack
	296-A-14**	Stack
	296-A-24**	Stack
	2701-AB**	Badge House
	2701-AC**	Patrol Guard Shack
	2711-A-1**	Air Compressor Building
	2712-A**	Pump House
	2714-A**	Chemical Warehouse
	2901-A**	Water Tower
200 EAST B PLANT	207-BA**	CBC Sampling Building
	211-B**	Chemical Tank Farm Area
	211-BB**	MCC Building for 211-B Area
	212-B**	Cask Transfer Area
	217-B**	Demineralized Water Building
	221-B**	B Plant Canyon Building
	221-BA**	15-inch Cooling Water Monitor Building

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
200 EAST B PLANT (cont.)	221-BB**	Condensate Building for LLW Concentrator
	221-BC**	SWP Change Building
	221-BD**	Laundry Storage Building
	221-BF**	BCP Diversion Pit Building
	221-BG**	24-inch Cooling Water Monitor Building
	221-BK**	Canyon Exhaust Instrumentation Building and Canyon Exhaust System
	222-B**	Office Building
	224-B*	Plutonium Concentration Building
	271-B**	B Plant Support Building
	271-BA**	Laundry Storage Building
	276-B**	Paint Shop
	276-BA**	ISO Tank Area
	291-B**	Exhaust Fans Control/Turbine Building
	291-BA**	Exhaust Air Sample Building
	291-BB**	Instrument Building - A and B Filters
	291-BC**	C Filter Building
	291-BD**	C Filter Instrument Building
	291-BF**	D Filter Instrument Building
	291-BG**	E Filter Instrument Building
	291-BJ**	F Filter Instrument Building
	291-BK**	E Filter Monitoring Building
	292-B**	Stack Monitoring Building
	291-B-1**	Retired Canyon Ventilation Stack
	296-B-1**	Canyon Ventilation Stack
	296-B-2**	Filter Vault Passive Vent Stack
	296-B-5**	Retired 221-BB Stack
	296-B-13**	Retired 221-BF Stack
	296-B-21**	Retired Pipe Gallery Exhauster
	296-B-22**	Retired Pipe Gallery Exhauster
	296-B-23**	Retired Pipe Gallery Exhauster
	296-B-24**	Retired Pipe Gallery Exhauster
	296-B-25**	Retired Pipe Gallery Exhauster
	296-B-26**	Retired Pipe Gallery Exhauster
	296-B-27**	Retired Pipe Gallery Exhauster
	2711-B**	Breathing Air Compressor Building
	2715-B**	Paint and Oil Storage Building
	2716-B**	Storage Building - RR Cut

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
200 EAST B PLANT (cont.)	C8-S49** C8-S77** A-F Filters**	Main B Plant 291-B Area Substation (221-B/271-B) B Plant 291-B Area Substation A-F Filter Vaults
200 EAST SEMI WORKS	215-C* 241-CX-70* 241-CX-71* 241-CX-72* 276-C*	Gas Preparation Facility Tank Tank Tank and Greenhouse Solvent Handling Facility
200 WEST REDOX	202-S* 207-S* 211-S* 276-S* 276-S-141* 276-S-142* 291-S* 291-S-1* 292-S* 293-S* 296-S-1* 296-S-2* 296-S-4* 296-S-6* 296-S-12* 2706-S* 2708-S* 2710-S* 2711-S* 2715-S* 2718-S* 2904-SA*	REDOX Facility Water Retention Basin (backfilled with soil) Bulk Storage Aqueous Chemical Mack-up Tanks (8 Tanks) Solvent Handling Facility Hexone Storage Tank Hexone Storage Tank Exhaust Fan House and Control Stack Stack Valve Pit House Offgas Treatment Facility Stack Stack Stack Stack Stacks (2) Storage Building Laggers Shop Inert Gas Preparation Building Stack Gas Monitoring Station Oil Storage Building Sand Filter Sampler Monitoring Station Cooling Water Sampling Building

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
200 WEST 233-S FACILITY	233-S* 233-SA* 296-S-7E* 296-S-7W*	Plutonium Concentration Facility Exhaust Filter House Stack Stack
200 WEST U PLANT	221-U* 271-U* 276-U* 291-U* 291-U-1* 292-U* 296-U-10* 2714-U* 2716-U* 275-UR* 241-WR*	Canyon Building (U Plant) Office Building Solvent Handling Facility Exhaust Fan Control House, Sand Filter and Vessel Vent Pit Stack Stack Monitoring Station Stack Warehouse Fire Protection Shed Chemical Storage Warehouse Vault (Thorium Storage)
200 WEST UO3 FACILITY	203-U* 203-UX* 207-U* 211-U* 211-UA* 224-U* 224-UA* 272-U* 2715-U* 2715-UA*	Uranium Storage Tank Enclosure Concentrated Uranium Storage Tank Enclosure Retention Basin/Sample Shack Bulk Storage Aqueous Chemical Make-up Tanks (8 Tanks) Tank Farm (6 tanks, Pump Pit 307 and UNH Truck Pad) UO3 Plant Concentration Building UO3 Calcination and Loadout Building Hot Shop/Cold Shop Oil Storage Shed Insulator Shop/adjacent Waste Shed

BECHTEL HANFORD, INC. D&D PROJECT FACILITY LIST

AREA	BLDG. NO.	BUILDING NAME
300 AREA	303-A	Fresh Metal, Chemical, Uranium Storage Building
	303-C	Material Evaluation Laboratory
	303-F	Pumphouse
	303-G	Storage Building
	303-M	Uranium Oxide Facility
	304	Uranium Concretion Facility
	306-E	Development, Fabrication, and Test Laboratory
	308	Plutonium Laboratory
	308-A	Plutonium Development Laboratory
	311-TF	Tank Farm Building
	313	Former Fuels Manufacturing Building
	314	Research/Craft Facility, Former Engineering Development Lab.
	314-B	Stress Rupture Test Facility for 314 Fuel Fabrication
	333	Operations
	334	N Fuels Building
	334-A	Process Sewer Monitor Facility 300
	377	Waste Acid Storage Building
	MO052	Communication & Documentation Services Mobile Office
600 AREA	212-N*	Storage Building
	212-P*	Storage Building
	212-R*	Storage Building (shared)

* These facilities deleted from the contract after June 30, 2002 because they transition to FHI cognizance on July 1, 2002.

** These facilities deleted from the contract after June 3, 2002 because they transitioned to FHI cognizance on that date.

APPENDIX 7

ENVIRONMENTAL RESTORATION RCRA TREATMENT, STORAGE AND DISPOSAL (TSD) UNIT OPERATIONS AND/OR CLOSURES¹

The RCRA treatment, storage and disposal facilities included in the Environmental Restoration Program and applicable to BHI are as follows:

<u>RCRA TSD Units</u>	<u>Operable Unit</u>
100-D Ponds (Closed)	100-DR-1
1301-N Liquid Waste Disposal Facility	100-NR-1
1325-N Liquid Waste Disposal Facility	100-NR-1
1324-N Surface Impoundment	100-NR-1
1324-NA Surface Impoundment	100-NR-1
105-DR Large Sodium Fire Facility (Closed)	100-DR-2
303-M Oxide Facility	300-FF-2
300 Area Waste Acid Treatment System	300-FF-2

¹ Additional TSD Units may be added to the Environmental Restoration Program as production facilities are transitioned into the Decontamination and Decommissioning Program.

Small, Small Disadvantaged, Women-Owned Small, HUB Zone, Service Disabled Veteran
Owned, and Veteran Owned Business
Subcontracting Plan

1. Name of Prime Contractor: Bechtel Hanford, Inc. (BHI)
Address: 3070 George Washington Way
Richland, Washington 99352
2. Contract or Solicitation No.: DE-AC06-93RL12367

Total Amount of Contract: \$1,131,302,000 (including fee)
Period of Performance: July 1, 1998 — See Section F, Paragraph F-1
Place of Performance: Hanford Site, Richland, Washington

Description of Contract Requirements:

As the Environmental Restoration Contractor (ERC), BHI will be responsible for planning, managing, executing, and integrating a full range of programs and project activities included in the Environmental Restoration (ER) program at the Hanford Site. The ER program activities include, but are not limited to, characterization and remediation of past practice waste sites, application of innovative remediation technologies, and decontamination and decommissioning activities.

In execution of BHI's responsibilities under the ERC, BHI will comply with Public Law 95-507, FAR 52.219-8 and 52.219-9, and DEAR 952.219-9 to maximize the utilization of small business concerns for purchasing goods and services. The following plan provides our Small and Small Disadvantaged Business Subcontracting Plan as a percent of the total planned subcontracting effort and the subcontracting effort available.

	Subcontracting Effort Available
3. Total amount of planned subcontracting:	\$378,757,804
Percentage of total amount of contract:	38.2%
4. Total planned for subcontracting to small business (SB) (including items 5 through 9 below):	\$189,378,902
Percentage of total amount of planned subcontracting:	50%
5. Total planned for subcontracting to small disadvantaged business (part of item 4):	\$24,619,257
Percentage of total amount of planned subcontracting:	6.5%

6. Total planned for subcontracting to women-owned small business (part of item 4): \$9,468,945
Percentage of total amount of planned subcontracting: 2.5%
7. Totals planned for subcontracting to HUB Zone business (part of item 4): \$189,378*
.05%
8. Total planned for subcontracting to service disabled veteran owned business (part of item 4): \$75,751*
.02%
9. Total planned for subcontracting to veteran owned business (part of item 4): \$75,751*
.02%
10. Items to be subcontracted under this contract and the types of businesses supplying them are: (Check all that apply)

<u>Subcontracting Items</u>	<u>Large Business</u>	<u>Small Business</u>	<u>Small/Disad. Business</u>	<u>Women-Owned Small Bus.</u>	<u>HUB Zone</u>	<u>Service Disabled Veteran</u>	<u>Veteran</u>
Analytical Services	X						
Data Validation Services		X	X	X			
Design Engineering		X	X	X			
Excavation Services	X	X	X				
Remedial Action	X	X	X				
Waste Transportation Services	X						
Heavy Equipment Supply		X	X		X		
Herbicide Application	X						
Demolition Services		X					
General Construction Services		X	X	X	X	X	X
Computer Equipment		X	X	X	X	X	X
Industrial Equipment		X	X	X	X	X	X
Office Supplies	X						
Word Processing Serv.		X		X			
Graphic Services		X		X			
Technical Editing Serv.		X		X			

***This update to the Small Business Subcontracting Plan is issued for an additional optional year of performance. Hub Zone, Service Disabled Veteran Owned and Veteran Owned business goals were added as the effective date of the modification and cover the FY 05 budget of \$140M only and an estimated subcontracting base of ~\$52.8 million.**

11. The method used to develop the subcontracting goals for small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business concerns is described as follows:

These goals stated herein are considered realistic and attainable. The goals established for the ERC for small, small disadvantaged and women-owned small business for this plan, which covers only one optional year of performance, were developed on the basis of the past nine years of experience. Potential sources will be developed from the database that is currently maintained by the ERC supplemented by additional information developed from the activities described below. Potential sources for portions of the work women-owned small, HUB Zone, service disabled veteran owned, and veteran owned will be identified utilizing our established practices on other DOE ER programs. The work of the extension year of the ERC is defined in an approved work plan. BHI will have to review all elements of the work plan to identify those portions of the work plan which can be performed by HUB Zone, service disabled veteran owned, and veteran owned sources identified by BHI meeting the schedules defined in the work plan. Opportunities must be identified and short-range targets established to permit ready evaluation of progress toward realization of this subcontract plan.

The goals will be reached by:

1. Utilizing "set aside" procedures to ensure small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business awards.
 2. Requiring the inclusion of appropriate small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business participation as a proposal/bid requirement in future procurements.
12. The method used to identify potential sources for solicitation purposes is as follows:
- Utilize the U.S. Small Business Administration's Central Contractor Registration (CCR) supplier database.
 - Utilize Bechtel's Supplier Information System (SIS).
 - Coordinate with the Regional Small Business Administration procurement representative.
 - Participate in various regional small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business trade associations and organizations.
 - Sponsor and participate in trade fairs to inform small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned businesses about upcoming procurement opportunities.

- Coordinate with other Site contractors to seek information on small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned businesses.
 - Utilize other Bechtel offices performing related work to secure data on small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned businesses.
13. Indirect costs are () are not (X) included in the above goals (*check one*). If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned small business concerns.
14. The following individual will administer the subcontracting program:

Name: Dennis H. Houston
Title: Project Procurement & Property Manager
Address: 3070 George Washington Way, MSIN H0-04
Richland, Washington 99354
Telephone: 509-375-4670

This individual's specific duties as they relate to the firm's subcontracting program are as follows:

- Ensure that source lists of potential subcontracts for which goals are established herein are maintained.
- Ensure that procurement packages are structured to permit small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business concerns to participate to the maximum extent possible.
- Seek out other sources when the number of prospective sources is not adequate.
- Advise other BHI personnel of the purposes of this program and ensure adequate support by all concerned.
- Maintain records showing Bechtel's performance compared with the goals established herein.
- Maintain records and submit information on the forms specified in the contract in a timely manner.

- Establish liaison with the Small Business Administration and representatives to obtain assistance in finding competent small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business concerns for this and future work.
 - Coordinate with other Hanford Site contractors to secure data on small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned businesses and their capabilities.
 - Report to T. E. Logan, President of BHI, on the progress made towards meeting the Subcontract Plan goals and identification of action items to continuously improve on the plan.
15. The following efforts will be made to assure that small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned small business concerns will have an equitable opportunity to compete for subcontracts:
- (a) Identify known potential sources as large concerns, small businesses, small disadvantaged businesses, women-owned small businesses, HUB Zone businesses, service disabled veteran owned businesses, and veteran owned businesses.
 - (b) Include small business concerns, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and/or veteran owned business concerns in Request for Proposals where such concerns are known to exist and are qualified to supply the item(s) or service being procured.
 - (c) Assist small disadvantaged business concerns in providing management counseling on request.
 - (d) Provide sufficient bid solicitation time for preparation of proposals, quantities, specifications, and delivery schedules to facilitate participation.
 - (e) Participate in small business, small disadvantaged business, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business trade fairs and conferences. Provide promotional activities, which increase community awareness of subcontracting opportunities.
 - (f) Prepare work scopes to develop opportunities, which can be bid and executed by small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned businesses.
16. The clause entitled "Utilization of Small, Small Disadvantaged, and Women-Owned Small, HUB Zone, Service Disabled Veteran Owned, and Service Disabled Vietnam Veteran Owned Business Concerns," will be included in all subcontracts that offer further

subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (*\$1, 000,000 for construction of any public facility*) will be required to adopt a plan similar to the plan agreed to by BHI.

17. BHI will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan; submit Standard Form 294, "Subcontracting Report for Individual Contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and ensure that its subcontractors agree to submit Standard Forms 294 and 295.
18. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and BHI's efforts to locate small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned business concerns and award subcontracts to them:
 1. Source lists, guides and other data that identify small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned small business concerns.
 2. Organizations contacted in an attempt to locate sources that are small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned small business concerns.
 3. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether small business concerns were solicited and if not, why not, (2) whether small disadvantaged business concerns were solicited and if not, why not, (3) whether women-owned small business concerns were solicited and if not, why not, (4) HUB Zone business concerns were solicited and if not, why not, (5) service disabled veteran owned business concerns were solicited and if not, why not, (6) veteran owned business concerns were solicited and if not, why not, and (4) if applicable, the reason award was not made to a small business concern.
 4. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate small, small disadvantaged, women-owned small, HUB Zone, service disabled veteran owned, and veteran owned small business sources.
 5. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
 6. On a contract-by-contract basis, records to support award data submitted to the Government, including the name, address and business size of each subcontractor.

Bechtel Hanford, Inc.
T. E. Logan, President

Plan Accepted by: _____
(Contracting Officer)

Date: _____

E-STARS™ Report
Task Detail Report
09/29/2004 0940

TASK INFORMATION			
Task#	DOE-PRO-C-2004-0619		
Subject	Concur: DE-AC06-93RL12367 - CONTRACT MODIFICATION A221		
Parent Task#		Status	CLOSED
Reference		Due	
Originator	Spitz, Vickie B	Priority	None
Originator Phone	(509) 376-7271	Category	None
Origination Date	09/28/2004 1443	Generic1	
Remote Task#		Generic2	
Deliverable	None	Generic3	
Class	None	View Permissions	Normal
Instructions	bcc w/end: PRO OFF FILE CCC RDG FILE G. H. Branch, PRO J. D. Goodenough, ERD L. Guzman, FMD J. J. Hruska, FMD (EM funding) S. H. Olinger, AMSE R. O. Puthoff, PRO (CO) DOE Reading Room Webmaster RECORD NOTE: None FILENAME: I: Rick/BHI/A221 Transmittal Letter		
ROUTING LISTS			
1	Route List		Inactive
	• Puthoff, Rick O - Approve - Approved - 09/28/2004 1605		
ATTACHMENTS			
Attachments	1. A221 Transmittal Letter.doc		
COMMENTS			
No Comments			
TASK DUE DATE HISTORY			
No Due Date History			
SUB TASK HISTORY			
No Subtasks			

-- end of report --

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